

The ultimate criteria are to be found in the purposes of the act. * * *
The statutory coverage is not limited to those (whose work activities satisfy the common law "control" test) but rather to those who, as a matter of economic reality, are dependent upon the business to which they render service.

The evidence clearly reflected that Mr. Abdul-Haqq's / A & A's ability to obtain clients was solely through Arise.

RESPONDENT'S AFFIRMATIVE DEFENSES

Either for the reasons set forth above, or because no evidence was presented at the Final Hearing to support same, or the defense was mooted between filing and the Final Hearing, the Respondent has failed to prove its affirmative defenses numbered and named as follows: 1) Failure to State a Cause of Action, 2) Failure to State a Cause of Action for Damages, 3) No Collective/Class/Representative Action, 4) Accord and Satisfaction; Payment, 5) Release, 6) Unclean Hands/In Pari Delicto, 7) Knowing Submission/Consent, 8) Failure to Join an Indispensible Party, 9) IB's Independent Contractor Status, 10) No Respondeat Superior Liability, 11) Not Joint Employer, 12) Breach of Contract, 13) Conduct Reasonable And In Good Faith/Not Willful, 14) Waiver, Discharge and Abandonment, 15) Estoppel, 16) Setoff and Recoupment, 17) Collateral Estoppel, 18) No Punitive or Liquidated Damages, 19) Adequate Remedy at Law, 20) Attorneys' Fees, and 21) Operative Arbitration Rules.

RESPONDENT'S COUNTERCLAIM FOR UNJUST ENRICHMENT

Respondent alleges that it:

"reasonably, in good faith, and to its own detriment relied upon the representations and promises that Claimant would provide services as an employee of A & A, and there would be no employment relationship between Arise and Claimant. Arise so relied in structuring its business relationships, in forming and executing its business plan, in planning for, preparing, and paying its taxes, and in making withholdings and otherwise. Claimant knowingly and purposefully induced Arise to rely upon A & A's promises in this

regard (made by Claimant as A & A's agent and "President"), with the intention that Arise so rely."

The evidence presented at Final Hearing reflects that in fact, Arise required Claimant to work through an independent business organization. As evidenced through both testimony at the Final Hearing and repeated in Arise's post-hearing brief,

"From the moment an individual chooses to access Arise's website to pursue an Arise project, the business-to-business nature of the relationship is made exceedingly clear. (Tr.533:3-14) To the extent individuals want to provide call center services to large companies by way of leveraging Arise's infrastructure, individuals have the option of *either* (i) working for an existing third-party vendor in the Arise network, or (ii) running one's own third-party vendor and contracting with Arise to provide such services. (Tr. 426:25-427:6.)

The evidence makes clear that it wasn't Arise relying on promises offered by either Mr. Abdul-Haqq or A & A; the fact is that Arise dictated the terms of the parties' relationship, both in the written contracts and the manner in which they operated with each other. Certainly Mr. Abdul-Haqq was an adult who knowingly and intentionally agreed and executed the contracts. Arise was not, however, an innocent party being led down the garden path. Arise's insistence on execution of its own business model precludes it from now seeking the equitable remedy of an unjust enrichment claim.

Accordingly, Respondent has not proven its Counterclaim for Unjust Enrichment.

RESPONDENT'S COUNTERCLAIM FOR DECLARATORY JUDGMENT

Respondent has not proven its Counterclaim for Declaratory Judgment.

RESPONDENT'S CROSS-CLAIM FOR INDEMNIFICATION

Respondent's claim for indemnification alleges that:

“Claimant caused A & A to breach its contract with Arise, to which Arise which is an intended third-party beneficiary, by claiming retroactively that he was an employee of Arise. A & A also breached its agreements and representations to Arise.”

As reflected above in the *Ferreira v. Network Express, Inc.*, 2007 WL 8097539 (M.D. Fla.) case cited by Respondent, the following quote taken from *Rutherford Food Corp. v. McComb*, 331 U.S. 722, 67 S.Ct. 1473, 91 L.Ed. 1772 (1947) appears:

The labels given to the arrangement by the parties involved are not determinative, and “employee status” has been held to be unwaivable. *See, e.g., id.* at 729.

As Respondent points out at the commencement of its Post-Hearing Brief, Claimant testified that he did not believe himself an employee of Arise and never claimed to be an employee of Arise. As cited above however, employee status is unwaivable. Legal recognition of same through this arbitration is not equal to a breach of contract. Therefore, Respondent cannot seek indemnification on the basis that Claimant breached the contract. Accordingly, Respondent has not proven its Cross-Claim for Indemnification.

RESPONDENT’S CROSS-CLAIM FOR DECLARATORY JUDGMENT

Respondent alleges that A & A has materially breached the MSA. For the reasons set forth above, the Undersigned does not equate a finding that Mr. Abdul-Haqq was an employee of Arise with a breach of contract. I do not find that A & A has materially breached the MSA. Accordingly, the Respondent has not proven its Cross-Claim for Declaratory Judgment.

AFFIRMATIVE DEFENSES TO THE COUNTERCLAIM AND CROSS-CLAIM

As Respondent has not prevailed upon its Counterclaim or Cross-Claim, the affirmative defenses to same need not be addressed.

DAMAGES

I find that Mr. Abdul-Haqq was an employee of Arise from the time he completed the Arise online profile, passed the Arise voice assessment and the Arise background check. No evidence was introduced that the training and certification which Mr. Abdul-Haqq took over a few months time was similar to that which would be given in vocational school. Without the training and certification, Mr. Abdul-Haqq could not do the work for Arise's clients. Therefore, the training did benefit Respondent. Similarly, without the \$1000.00 of equipment, Claimant could not do the work required for Arise's clients. Respondent argues that Claimant did not need two monitors. The testimony regarding the need to have multiple programs open at once when answering customer questions together with the need to satisfy the obligation to limit average times per call suggests that two monitors was not a luxury. Respondent also argues that its Exhibit 63 reflects Claimant only incurring expenses of \$157.98. The testimony at Final Hearing from both Claimant and Mr. Latif reflected that Mr. Latif advanced monies for the Claimant, which monies were fully reimbursed by Mr. Abdul-Haqq.

Accordingly, I find that Claimant is entitled to the \$1,335.00 in equipment and training costs plus the \$5,191.00 in minimum wages for the time spent in training and certification, for a total of \$6,526.00. No evidence or argument was presented to counter the statutory entitlement to liquidation. Accordingly, I find and award the total sum of \$13,052.00 in favor of Ayub Abdul-Haqq and against Arise Virtual Solutions, Inc.

CONCLUSION

As the Claimant prevailed in his claim and against the counterclaim and Respondent has failed to prove its cross-claim, the Claimant is the prevailing party in this matter. As the Fair Labor Standards Act provides for prevailing plaintiff attorney's fees, a telephone conference will be scheduled by AAA within

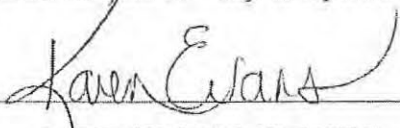
Case No. 32-160-00496-13

two weeks of this Interim Award to discuss the filings to be submitted regarding reasonable attorney's fees and costs.

This Interim Award resolves all issues raised in the Claimant's Demand, Respondent's Answer, Affirmative Defenses, Counterclaim and Cross-Claim, the Claimant's Answer and Affirmative Defenses to the Counterclaim and Cross-Claim.

All prior orders, to the extent not inconsistent with this Interim Award, or superseded by prior order, are hereby ratified, confirmed and made part of this Interim Award.

DONE AND ORDERED this 15th day of April, 2015.


A handwritten signature in cursive script, reading "Karen Evans", is written over a horizontal line.

KAREN EVANS, ESQUIRE

Arbitrator

RESPONDENT'S EXHIBITS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

In the Matter of:

Case No.: 12-CA-144223

ARISE VIRTUAL SOLUTIONS, INC.,

Respondent,

and

MATTHEW RICE, an Individual,

Charging Party.

Place: Miami, FL

Date: May 2-3, 2016

OFFICIAL REPORTERS

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

**STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT
WALT DISNEY PARKS AND RESORTS, LLC ("Client")/ DISNEY WEB SUPPORT CHAT**

This Statement of Work ("SOW") is a legal agreement dated January 16, 2014 (the "Effective Date") between Certified Client Solutions, LLC ("Company") and Arise Virtual Solutions Inc. ("Arise"). Collectively, Arise and Company shall be referred to as the "parties" and individually as a "party". If this SOW conflicts with the terms and conditions of the Agreement (as defined below), the terms and conditions of this SOW shall control.

WHEREAS, the parties have previously entered in to a Master Services Agreement (the "Agreement") pursuant to which Company agreed to provide certain services to Arise; and

WHEREAS, Arise desires to engage Company pursuant to this SOW to provide certain services, and Company desires to accept such engagement; and

WHEREAS, the parties agree that this SOW shall be deemed to be governed by and incorporated by reference into the Agreement as of the Effective Date;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used in this SOW shall have the meanings set forth in Agreement unless otherwise specifically defined in this SOW.

1.2 The term "Client Support Professional" or "CSP" is an individual who is employed by or otherwise engaged by Company and certified by Arise to provide services from remote locations on various Client programs. A "Client Support Professional" may be referred to as a "CyberAgent", "Arise Certified Professional" or "ACP" in the Agreement.

1.3 The term "Designated CSP" shall mean a Client Support Professional employed by or otherwise engaged by Company who has successfully completed a Client Certification Course and is identified by Company as a Designated CSP in the Program Specific Attachment to provide services under this SOW.

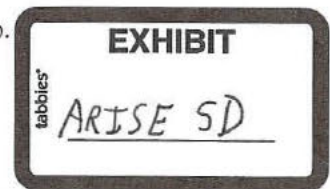
1.4 The term "Program" is defined in the Program Specific Appendix attached hereto.

1.5 The term "Term" is defined in Section 11.1 hereof.

2. DESCRIPTION OF SERVICES

2.1 Company shall provide the services (the "Services") described in the Program Specific Appendix attached hereto and incorporated by reference into this SOW. Company shall perform the Services in a manner consistent with generally accepted industry standards and specifically in accordance with this SOW. Company agrees that time is of the essence in the performance of the Services, and that it has adequate personnel and other resources to perform the Services as provided herein.

2.2 Company will at all times perform the Services hereunder in compliance with all applicable federal, state and local laws, rules, regulations and ordinances including, but not limited to the following laws: (a) the Telemarketing Consumer Fraud and Abuse Prevention Act of 1994, 15 USC §§6101-6108; (b) the Federal Trade Commission's Telemarketing Sales Rule, 16 CFR Part 310 (2003); (c) the Telephone Consumer Protection Act of 1991 (the "TCPA"), 47 USC §227, and the Federal Communications Commission rules implementing the TCPA (47 CFR §64.1200); (d) any and all obligations arising out of or relating to the federal Do-Not-Call Registry as well as any state-maintained do-not-call registries; (e) the federal CAN-SPAM Act of 2003 and the FTC and FCC rules implementing the CAN-SPAM Act (including without limitation the FCC's rules governing mobile service commercial messages); and (f) the federal Children's Online Privacy Protection Act.



2.3 Company may delegate or subcontract any of Company's obligations under this SOW unless the location where the subcontractor or the services that it provides would be outside of the United States (for the avoidance of doubt, a Designated CSP may be a subcontractor). Arise shall have the right during the Term of this SOW to request the removal from working under this SOW of any subcontractor if the subcontractor's performance is materially deficient, or there have been material misrepresentations by or on behalf of the subcontractor. With respect to any obligations of Company under this SOW performed by subcontractors, Company shall remain responsible for those obligations to the same extent Company would be responsible for its own performance. Company will cause the subcontractors to comply with and adhere to the terms of this SOW as necessary for Company to remain in compliance with its obligations under this SOW and the Agreement. Company will not disclose to any subcontractor any of Arise's or its client's Confidential Information unless and until that subcontractor has agreed in writing to protect the confidentiality thereof and Company shall be liable for any breach of Confidential Information by or caused by subcontractors. Company will provide documentation evidencing such written agreements to Arise. Company acknowledges and agrees that Arise and its clients are third party beneficiaries of such written agreement and a breach of the terms of such agreement shall be deemed a breach of this SOW and the Agreement, entitling Arise to terminate this SOW and the Agreement.

2.4 Company shall ensure that it provides Arise with its most recent contact information. All contact information of its designated CSPs provided to Arise must be accurate and up-to-date.

2.5 Arise and Company acknowledge that the Services to be provided by Company are contemplated to be temporary and nonpermanent in nature.

2.6 Nothing in this SOW shall be construed to constitute any party hereto, or its employees, agents or subcontractors, as the partner, employee or agent of any other party hereto, nor shall any party have the authority to bind another in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions. Each party shall pay all expenses whatsoever of its offices and activities and be responsible for the acts and expenses of its employees, subcontractors and agents (including any Designated CSPs) incurred in connection with this SOW. The employees, subcontractors or agents of the Company are not employees of Arise or its clients and Arise does not exercise upon Company any supervision or direction. Company is solely responsible to compensate and provide any benefits that may be required by any federal or state law or regulation (including but not limited to workers' compensation and unemployment insurance) to any employee, agent or subcontractor.

3. DESIGNATED CLIENT SUPPORT PROFESSIONAL

3.1 Company designates the Client Support Professional named in the Program Specific Appendix as the Designated CSP to provide the Services on its behalf.

3.2 Arise reserves the right to review and conduct background checks on any Designated CSP at any time during the Term of this SOW. If a Designated CSP fails a background check, Company must immediately remove such Designated CSP from providing Services under this SOW and Arise may revoke or suspend such Designated CSP's certifications.

4. CERTIFICATION REQUIREMENTS

4.1 Company shall ensure that the Designated CSP has taken and passed CSP 101 and the applicable Client Program Certification Course (the "Client Course"). As a general condition for maintaining any certification, Company shall ensure that each Designated CSP meets all continuing certification requirements, to include the successful completion of any additional Client Program certification courses required for the purpose of updating knowledge related to any certification held by the Designated CSP.

4.2 The parties agree that Company's failure to ensure that Designated CSPs maintain Client certifications in good standing may result in the suspension or revocation of such certification or the termination of this SOW or both.

5. SERVICE INTERVALS

Arise shall electronically post time for servicing projects in half hour intervals on its proprietary scheduling system, StarMatic® (“Service Intervals”). Company shall, at its sole and absolute discretion, select and accept the specific Service Intervals during which its Designated CSP will provide the Services (“Accepted Intervals”). Once Company selects the Service Intervals, Company shall cause the Designated CSP to be available and provide the Services during the Accepted Interval(s). Arise reserves the right to remove, at its sole discretion, Accepted Intervals that become unnecessary due to a decrease in call volume of Client.

6. SERVICE REQUIREMENTS

6.1 Company shall meet the Performance Requirements and the Service Level Requirements set forth in the Program Specific Appendix while providing the Services (collectively, the “Requirements”). Company will develop, manage and track the performance of each Designated CSP. It is expected that each Designated CSP will perform at a sufficient level to enable Company to meet its obligations under this SOW.

6.2 Company’s failure to meet one or more of the Requirements shall be deemed a breach of this SOW. In addition to other remedies provided herein, upon such failure, Arise may revoke or suspend the applicable certifications held by the Designated CSP.

6.3 In the event Company fails to meet any Requirement and Company can demonstrate to Arise’s reasonable satisfaction that such failure was directly caused by a) Arise, or b) third parties (hired or contracted) to provide system applications or system application services to or for Arise (a and b collectively referred to as an “Arise Provider”) including without limitation acts or omissions of an Arise Provider, Arise will waive Company’s obligation to meet such Requirement under this SOW.

6.4 Arise reserves the right to waive or modify the Requirements at any time upon reasonable prior written notice to Company.

6.5 Company shall ensure that the Services are provided in accordance with the Client’s policies and procedures. In addition to other remedies, Arise reserves the right to seek indemnification from Company in accordance with the terms of the Agreement for any losses, costs, and expenses incurred by Arise as a result of the failure to properly perform the Services.

6.6 Company will comply with the Vendor Code of Conduct while providing the Services.

6.A FRAUD AND UNPROFESSIONAL BUSINESS PRACTICES.

6.A.1 Company shall take reasonably necessary steps to ensure its employees and subcontractors are not involved in fraudulent or other unprofessional business practices while providing the Services hereunder. Unprofessional business practices shall include, but are not limited to, use of vulgar, offensive, or abusive language; retaining, collecting, and/or using a customer’s personal information for reasons other than the provision of Services hereunder; making any statements that misrepresent or mislead the customer concerning the Client’s products, pricing or promotions; system abuse call avoidance; and making disparaging remarks about the Client, its products, its customers or Arise.

6.A.2 Company shall be responsible for damages caused by unprofessional business practices and each fraudulent incident either (i) committed by the Designated CSP providing Services hereunder; or (ii) facilitated by the failure of the Designated CSP to follow applicable policies and procedures of Arise or Client.

6.A.3 For the avoidance of doubt, the aforementioned is not intended to limit Arise’s rights against Company, including termination and all other remedies at law or in equity, or both, which Arise may have against Company relating to the alleged fraud or unprofessional business practices.

6.A.4 Arise, at its reasonable discretion, may inactivate access codes for Arise or Client information systems if it suspects or has reason to believe the Company or its Designated CSPs are engaging in or may engage

in fraudulent or unprofessional business practices.

7. ARISE SUPPORT SERVICES

7.1 Arise shall provide the following support services to Company:

- (i) technical support relating to the Software;
- (ii) the services of performance enhancement facilitators as requested by Company for its Designated CSPs; and
- (iii) invoice support services

(collectively the "Arise Support Services").

7.2 As part of the Arise Support Services, Arise shall provide Company with information concerning the Company's status in meeting the Requirements. Unless otherwise agreed, Arise shall provide such updates to both the Company and the Designated CSP.

7.3 Company shall pay a fee of \$19.75 to Arise on a semi-monthly basis for the Arise Support Services and any applicable telephony or other third party licenses required for the Services.

8. SERVICE REVENUE

8.1 Company shall invoice Arise and Arise shall pay for Services on a semi-monthly basis (the "Invoice Periods") at the rate set forth in the Program Specific Appendix hereto (the "Service Revenue"). The Invoice Periods shall be the 1st to the 15th of each month and the 16th to the end of the month.

8.2 Notwithstanding anything to the contrary, Company shall not be entitled to payment for intervals serviced during which any of the following occur:

- (a) Any calls handled that were not within an Accepted Interval unless otherwise agreed by the parties.
- (b) Time spent in an "on-break status" as captured by Arise's systems.
- (c) Time spent in "no-answer status" as captured by Arise's systems.
- (d) As otherwise defined the Program Specific Appendix.

8.3 Company shall not be entitled to payment for Accepted Intervals serviced in which fraud is suspected or committed or during which the Company or the Designated CSP engaged in other unprofessional business practices.

9. REPRESENTATIONS AND WARRANTIES

9.1 In addition to any specific representations, warranties and covenants contained elsewhere herein, each party represents, warrants and covenants to the other that: (a) it is a legal entity duly organized, validly existing and in good standing under the laws of the state of its formation; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (c) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder; and (d) this SOW constitutes the valid and binding obligation of the party, enforceable against such party in accordance with its terms, except as such enforceability

may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights of creditors and general principles of equity.

9.2 Company hereby represents and warrants to Arise as follows, which representations and warranties are a material inducement to Arise to enter into this SOW with Company.

- (a) Every Designated CSP (1) is authorized to work in the United States, (2) will provide Services from the United States, (3) has passed all background check requirements, and (4) is not subject to any Federal Watch list.
- (b) The Company will provide the Services from the United States.
- (c) The Designated CSP has successfully completed the Client Course.
- (d) Company is engaged in an independent business and, except as specifically provided herein, shall perform all obligations under this SOW as an independent contractor;
- (e) Company personnel performing Services, including any Designated CSPs, shall be considered solely the employees or subcontractors of Company and not employees of Arise or Client;
- (f) Company has and retains the right to exercise full control of and supervision over the performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all its personnel and subcontractors performing the Services;
- (g) Company is solely responsible for all matters relating to compensation and benefits for all of Company personnel and subcontractors who perform Services. This responsibility includes (i) timely payment of compensation and benefits, including, but not limited to, overtime pay, medical, dental, and any other benefit, and (ii) all matters relating to compliance with all employer obligations to withhold employee taxes, pay employee and employer taxes, and file payroll tax returns and information returns under local, state and federal income tax laws, unemployment compensation insurance and state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax laws or similar laws with respect to all Company personnel providing Services.

9.3 Each party shall indemnify, hold harmless and defend the other party from all Liabilities related to such party's breach of the provisions of this Section 9 in accordance with the indemnity provisions of the Agreement.

10. REVIEW MEETINGS

10.1 Company will conduct periodic account review meetings with Arise via conference call or otherwise as mutually agreed.

10.2 If Company is not meeting the Requirements contained in this SOW, at Arise's request, Company shall provide Arise with a plan that Company shall use to improve its performance and results such that all Requirements contained in this SOW are met. The plan may include timelines, action steps that Company is taking, tracking of status, results achieved, and such other information as Arise may reasonably request.

11. TERM AND TERMINATION

11.1 This SOW shall commence on the Effective Date and shall continue until the Expiration Date (as defined below) or until terminated as set forth below (the "Term").

11.2 This SOW shall expire on April 30, 2014 ("Expiration Date").

11.3 This SOW may be terminated prior to the Expiration Date by either party at any time, with or without prior notice, for any of the following reasons:

- (a) A breach by the non-terminating party of any provision of the Agreement or this SOW, including failure by Company to meet the Requirements as set forth in the Program Specific Appendix.
- (b) If a party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts when due.
- (c) Fraud or unprofessional business practices by a party, its employees, subcontractors or agents, including but not limited to illegal or dishonest business conduct. This SOW is subject to suspension by Arise, in its sole discretion, while alleged fraud or other unprofessional business practices of the Company or the Designated CSP are investigated.
- (d) Upon the expiration or termination of the service agreement between Arise and the Client, or the expiration or termination of the statement of work entered between Arise and the Client relating to the Program.

12. PERSONALLY IDENTIFIABLE INFORMATION

12.1 In providing the Services, Company may have access to and/or use personally identifiable information relating to Arise employees, subcontractors, clients, such client's customers and others ("PII"). Company understands and agrees that any and all PII is Arise's proprietary and Confidential Information. Except as provided herein or in the Agreement, Company agrees that no such PII will be collected or stored by Company unless authorized by Arise. Company will only use such PII for the sole and exclusive purpose of fulfilling its obligations under this and may not use or permit the use of such PII for any other purpose whatsoever. PII will include, but will not be limited to: names, addresses, telephone numbers and e-mail addresses. Except as required by law, Company will not provide any PII to any third party for any purpose, without the prior written consent of Arise in each instance, which consent may be withheld arbitrarily.

12.2 Company will remain in compliance with all applicable federal, state and other applicable statutes, regulations, ordinances, and orders with respect to privacy and data security relative to PII and will implement and, at all times during the Term, maintain an effective information security program to protect PII, which program includes administrative, technical, and physical safeguards sufficient to: (a) ensure the security and confidentiality of PII; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of such PII; and (c) protect against unauthorized access to or use of PII that could result in harm or inconvenience to Arise or any of its users, customers or vendors. In the event that Company is in material breach of this Section, it will immediately advise Arise and take steps to remedy such breach including, but not limited to, protecting Arise and its clients, customers and vendors against the consequences of any disclosure or use of PII in violation of this SOW.

12.3 Arise reserves the right to terminate this SOW immediately upon written notice to Company should a material breach of this Section occur and to pursue any and all remedies available to Arise, whether under this SOW, at law, or in equity. Notwithstanding anything to the contrary in this Agreement and in addition to Arise's rights herein, Company will also immediately indemnify Arise and Arise's affiliates from and against any costs (including without limitation any costs incurred by any of the foregoing entities in order to comply with federal and/or state security breach notification laws), claims, losses, demands, actions, allegations or liabilities, including reasonable attorneys' fees and costs of investigation, incurred by any of the foregoing as a result of an unauthorized disclosure of any PII.

13. ARBITRATION OF CLAIMS; CLASS ACTION WAIVER

13.1 Arise and Vendor (for purposes of this Section 13 only, "Vendor" also includes "Vendor Personnel") hereby agree to resolve any and all disputes or claims they may have against the other, or against any

Arise Client, by final and binding arbitration pursuant to the then-current rules established by the American Arbitration Association (the "AAA"). The AAA's rules are available for review at www.adr.org. The nature of the claims asserted shall determine which body of AAA rules will apply. In the event that there is a dispute regarding which AAA rules apply, the AAA shall decide that issue; provided, however, that consistent with Section 13.4 in no event shall the AAA's Supplementary Rules for Class Arbitration (or any analogue thereto) apply. Arise and Vendor agree that the arbitration shall be conducted by a single arbitrator in the AAA office nearest Vendor (or such other location as is mutually agreed to by the parties), and therefore waive any objections or claims they might otherwise be able to rightfully assert based upon the inconvenience of the forum or improper jurisdiction. Unless otherwise mutually agreed, the arbitrator shall be a practicing attorney with at least 15 years of experience as an attorney and at least five years of experience as an arbitrator. In the event of a conflict between the terms of this Section 13 and the applicable arbitration rules, the terms of this Section 13 shall control.

13.2 All parties to this agreement expressly agree that the Federal Arbitration Act governs the enforceability of any and all of the arbitration provisions of this agreement and that judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction. Questions of arbitrability (that is, whether an issue is subject to arbitration under this agreement) shall be decided by the arbitrator. Procedural questions arising out of the dispute and bearing on its final disposition are also matters for the arbitrator to decide. Claims must be filed within the time set by the applicable statute(s) of limitations.

13.3 Either party may apply for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved, pursuant to the Optional Rules for Emergency Measures of Protection of the AAA. Those Optional Rules are available for review at www.adr.org. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the property rights of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

13.4 CLASS ACTION WAIVER. By signing this agreement, all parties waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid action in any court against one or more other parties to this agreement or against any Arise Client. Further, the parties waive any right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid action claim in arbitration or any other forum against one or more parties to this agreement or against any Client. The parties agree that any claim by or against any other party to this agreement or against any Client shall be heard in arbitration without consolidation of such claim with any other person or entity's claim. All parties agree that this agreement does not limit any party's right to initiate an action in court challenging the enforceability of the group, representative, class, collective, and hybrid action waiver set forth herein. If Vendor chooses to exercise that right, Arise will not retaliate against Vendor for doing so. Arise does, however, reserve the right to oppose any such challenge to enforcement of this agreement. The parties further agree that nothing in Section 13 of this agreement precludes Vendor from participating in proceedings to adjudicate unfair labor practice charges before the National Labor Relations Board, including without limitation charges addressing the enforcement of the group, representative, class, collective, and hybrid action waiver set forth herein. Arise does, however, reserve the right to oppose any such charge, including by establishing in any such proceeding that Vendor is or was not Arise's "employee" within the meaning of the National Labor Relations Act and therefore is or was not covered by said Act.

13.5 Either party's failure to comply with the terms set forth in this Section 13 will be deemed a material breach of this agreement.

13.6 If any part of this Section 13, other than the waivers pursuant to Section 13.4 of the right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid action in court, arbitration or any other forum, and of the right to consolidate claims in arbitration, is deemed or found to be unenforceable for any reason, the remaining provisions of this Section 13 shall be severable and remain enforceable. If the waiver of rights pursuant to Section 13.4 is deemed or found to be unenforceable for any reason in a case in which class action or similar allegations have been made, the entirety of this Section 13 shall be unenforceable and the parties' dispute shall be adjudicated in court.

13.7 Vendor acknowledges and expressly agrees that all Clients are intended third party beneficiaries of the provisions of this section, and the rights and remedies hereunder, and any of them jointly or severally shall have the right to enforce the provisions in this Section 13.

14. NOTICE

Any notice that is required to be provided by the parties herein may be provided by e-mail, in addition to the notice procedures set forth in the Agreement.

15. APPENDICES

The following documents are attached hereto and incorporated herein by reference:

15.1 Program Specific Appendix

15.2 Vendor Code of Conduct Appendix

16. INSURANCE

Company will secure and maintain at its sole cost and expense, during the Term and for one year thereafter, all reasonable and necessary insurance coverages.

17. SIGNATURES; COUNTERPARTS

Electronic signatures and original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This SOW may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

18. WAIVER

The failure of any party at any time to enforce any of the provisions of this SOW shall not be deemed or construed to be a waiver of any such provision, nor in any way to affect the validity of this SOW or any provisions hereof or the right of any party hereto to thereafter enforce each and every provision of this SOW. No waiver of any breach of any of the provisions of this SOW shall be effective unless set forth in a written instrument executed by the party against whom or which enforcement of such waiver is sought; and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

19. CONSTRUCTION AND INTERPRETATION

Each party has been given the opportunity to independently review this SOW with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this SOW is not to be attributed to either party. Section and paragraph headings contained in this SOW are for reference purposes only and are not to affect the meaning or interpretation of this SOW.

20. SEVERABILITY

If any provision in this SOW is invalid or unenforceable, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this SOW shall remain unaffected.

IN WITNESS WHEREOF, the undersigned have executed this SOW as of the date first above written.

COMPANY:

Certified Client Solutions, LLC

Patricia Rice

Name: Patricia Rice

Title: President

ARISE VIRTUAL SOLUTIONS INC.:

Ken Jackowitz

Name: Ken Jackowitz

Title: SVP, Independent Business Owner Operations

PROGRAM SPECIFIC APPENDIX

1. **Description of Services.** Company shall provide Services for the following client: Walt Disney Parks and Resorts, LLC (the "Client") and Program: Disney Web Support Chat. The Services shall include: providing high level customer service to existing and new Walt Disney World Guests while assisting them with Walt Disney World products and services.

2. **Designated CSP.** Company has designated the following CSP to provide the Services on its behalf under this SOW: matt rice.

3. **Service Intervals.** During the term of this SOW, Company shall Service for at least 30 intervals per week (for a total of 15 hours) with ten of those intervals (totaling five hours) to be serviced on Sunday and/or Saturday.

Intervals shall be selected in StarMatic® by Service Intervals (which are in half hour increments) (the "Service Requirement").

If Arise is unable to provide Company with enough Service Intervals to allow Company to meet the Service Requirement during any week, Company shall service the number of Service Intervals that are made available by Arise. In such circumstances, the Servicing Requirement shall be waived by Arise.

4. **Requirements.** Company shall be required to meet the Requirements set forth in both subsections 4.1 below while providing the Services.

4.1 **Performance Requirements.** Company must meet the Performance Requirements set forth in the table below.

Performance Requirements	
Commitment Adherence (CA)	≥ 95%
Guest Satisfaction Measurement (GSM)	≥ 92%
Number of Concurrent Chats	≥ 2
Quality Assurance	≥ 90%

4.2 Commitment Adherence shall be calculated using the following formula:

$$[\text{Serviced Minutes}/(\text{Posted Minutes} + \text{Released Lockdown Minutes})] \times 100 = \text{Commitment Adherence Percentage}$$

For purposes of the above formula:

- "Serviced Minutes" shall mean the total number of minutes of an each Accepted Interval that were actually serviced by the Company.
- "Posted Minutes" shall mean the number of minutes determined by adding (i) the number of Accepted Intervals multiplied by 30 minutes per interval and (ii) the number of additional minutes serviced as part of the Company's acceptance of any urgent service request.
- "Released Lockdown Minutes" shall mean the total number of minutes of each Accepted Interval that were released within 48 hours of the commencement of that particular Accepted Interval. Minutes of an Accepted Interval that have been "swapped" in Starmatic® and serviced by another CSP shall not be deemed Released Lockdown Minutes.

5. **Service Revenue.**

5.1 The Service Revenue to be paid to the Company by Arise for the provision of the Services during an Invoice Period shall be calculated using the rate of \$0.15 per Minute multiplied by the total number of minutes

serviced under this SOW during the Invoice Period. Minute shall be defined as the time that the Company is available to service as captured by Arise's systems.

5.2 Service Revenue shall not include any of the following:

- (a) System Abuse Chats: shall mean pre-maturely terminating chats; and, chats that are unnecessarily transferred to Client.
- (b) Non-interactive Chats.

6. Miscellaneous

6.1 The Company represents and warrants that the Designated CSP is not a current Disney cast member.

-

VENDOR CODE OF CONDUCT APPENDIX

This Vendor Code of Conduct (“Code of Conduct”) applies to all vendors (“Vendors”) who provide services and goods to Arise or any of its affiliates (“Arise”). Vendors must be committed to the highest standards of ethical conduct. This Code of Conduct sets forth the basic requirements that all Vendors must comply with in order to do business with Arise. If Arise believes that any Vendor has violated this Code of Conduct, Arise has the right to terminate its business relationship with the Vendor and to proceed to secure any and all other rights and remedies available to it. Arise reserves the right to reasonably change the requirements of the Code of Conduct and, in such event, with notice to the Vendor, expects the Vendor to accept such reasonable changes.

1. **Compliance with Laws and Arise Policies:** Vendors must fully comply with all applicable national and/or local laws and regulations and Arise policies. To the extent that Arise policies impose a higher standard than what is required by applicable national and/or local laws and regulations on its Vendors, such higher standard will prevail.
2. **Forced Labor:** Vendors shall not use any form of forced, bonded, indentured, trafficked, slave or prison labor, with the exception of government approved programs that utilize convicts or prisoners on parole, supervised release or on probation or in any penal or reformatory institution. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice. All workers must not be required to surrender any government-issued identification, passports or work permits as a condition of employment.
3. **Child Labor:** Child labor is strictly prohibited. The minimum age for employment shall be the higher of 16 years of age, the minimum age for employment in that country or the minimum age completing compulsory education in the applicable country.
4. **Compensation:** Vendors shall pay all workers at least the minimum wage and benefits required by applicable laws and regulations. Workers shall be compensated for overtime hours and the premium rate required by applicable laws and regulations.
5. **Freedom of Association:** Vendors must respect the rights of all employees to lawfully associate or not to associate with groups of their choosing, as long as such groups are permitted by law. Vendors should not unlawfully interfere with, obstruct or prevent legitimate, lawful employee associations and related activities.
6. **Employment Practices:** Vendors must have hiring practices that verify accurately age and ability to work legally.
7. **Sourcing:** Arise requires all Vendors supplying goods and services to Arise to share Arise’s commitment of utilizing small business in subcontracting opportunities relating to their Arise contracts. If any subcontracting occurs, the performance of such subcontractors, consultants, agents or representatives (“Subcontractors”) must be consistent with Vendor’s performance of their contracts with Arise.
8. **Health and Safety:** If applicable, Vendors shall provide all workers with a safe work environment and shall provide all workers with appropriate personal protective equipment and workplace health and safety information and training.
9. **Environment:** Vendors must comply with all national and local environmental laws applicable to air emissions, waste handling and disposal, water use, wastewater discharges, and hazardous and toxic substances. If applicable, Vendors shall also validate and maintain records demonstrating that source

materials were harvested in accordance with all international treaties in addition to national and local laws.

10. Conflicts of Interest: Vendors are expected to make decisions in the best interest of Arise and its clients when providing services to Arise. Some common “conflicts of interest” and Arise’s rules regarding them are listed below:

- Vendors may not offer cash, lavish or inappropriate gifts or entertainment to an Arise employee or to a third party on behalf of Arise or Arise’s clients.
- Gifts and entertainment should never be given or accepted from those doing business with or seeking to do business with Arise or Vendor if the purpose is to unduly influence the judgment and decisions of those involved. Gifts and entertainment may be given or accepted in limited situations provided that doing so is consistent with applicable law and the value is nominal.
- Vendors may not act upon information received due to their relationship with the Arise or Arise’s clients for their own benefit or take advantage of a business opportunity that belongs to Arise or Arise’s clients;
- Vendors should not accept improper personal benefits, such as loans or favors, as a result of their relationship with Arise or Arise’s clients.
- Vendors are expected to disclose actual or potential conflicts of interest to Arise management.

11. Subcontractors: Vendors shall not retain any Subcontractors without a thorough documented examination of the Subcontractor’s person, reputation and integrity. In addition, Vendors shall not retain any Subcontractors in connection with their provision of services or goods to Arise unless the Subcontractors comply with this Code of Conduct. Vendors must remain responsible for ensuring that their Subcontractors comply with the Code of Conduct.

12. Anti-Corruption: Vendors must not tolerate, permit, or engage in bribery, corruption or unethical practices whether in dealings with public officials or individuals in the private sectors. Vendors must conduct business in compliance with all applicable laws and shall avoid engaging in any activity in which could be deemed a corrupt and/or unethical practice. Vendors must maintain integrity, transparency and accuracy in all records of matters relating to their business with Arise. For the purpose of obtaining or retaining business for the benefit of Arise, Vendors must not make or receive, offer to make or receive, or cause another to make or receive, payments or anything of value, to or from any public or private officials.

13. Insider Trading: Buying or selling securities—such as stock or options—on the basis of information about Arise’s publically traded clients that is not publicly available is prohibited. Likewise, providing such information to any other person who buys or sells securities, otherwise known as “tipping,” is prohibited. Such transactions are known as “insider trading” and prohibited by law and this Code of Conduct.

14. Confidentiality and Intellectual Property: All Vendors and their representatives are expected to maintain the confidentiality or information entrusted to them by Arise, including information regarding Arise clients and their customers. Vendors must respect and protect the intellectual property rights of Arise and its clients and maintain the confidentiality of trade secrets and/or Arise proprietary or confidential information, which includes any information that is nonpublic or not easily obtained or determined. Vendor shall not use stolen or misappropriated technology.

- 15. Media or Government Inquiries:** Only designated representatives may comment on or respond to requests for information from the media, analysts, shareholders or government agencies regarding matters associated with Arise or Arise's clients. Vendors must not provide comments or respond in any way and must refer any such questions or requests to Arise management immediately.
- 16. Accurate Books and Records:** Vendors must not hide, fail to record or make false entries in connection with any business records. All records are expected to accurately reflect all associated transactions, must be filed in a timely fashion and must conform to applicable laws and any requirements that Arise makes known to its Vendors. Vendors must not falsify financial or business records or make false statements to our internal or external auditors. Doing so violates this Code and may also violate applicable laws.
- 17. Enforcement:** Arise, by itself or with the assistance of a third party, may take affirmative measures, such as announced and unannounced inspections of Vendor facilities, to ensure compliance with this Code of Conduct. Vendors must maintain all documents to demonstrate compliance with this Code of Conduct and shall make such documents available to Arise upon request.
- 18. Whistleblower Protection:** Vendors shall create programs to ensure protection of worker whistleblower confidentiality and prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of the Code of Conduct.

Patricia Rice (Signed: 12/30/2013 3:32:18 PM)

[Signature Information](#)

DOCUMENT CERTIFICATION:

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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company****CERTIFIED CLIENT SOLUTIONS LLC****Filing Information**

Document Number	L08000032467
FEI/EIN Number	262361569
Date Filed	03/31/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/20/2012
Event Effective Date	NONE

Principal Address

2204 Monterey Pkwy
Atlanta, GA 30350

Changed: 04/23/2014

Mailing Address

2204 Monterey Pkwy
Atlanta, GA 30350

Changed: 04/23/2014

Registered Agent Name & Address

RICE, PATRICIA
6080 Linneal Beach Dr
Apopka, FL 32703

Address Changed: 04/23/2014

Authorized Person(s) Detail**Name & Address**

Title MGRM

RICE, PATRICIA
2204 Monterey Pkwy
Atlanta, GA 30350

Annual Reports**EXHIBIT**

tabbles

ARISE 10

Report Year	Filed Date
2012	10/20/2012
2013	04/13/2013
2014	04/23/2014

Document Images[04/23/2014 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/13/2013 -- ANNUAL REPORT](#)[View image in PDF format](#)[10/20/2012 -- REINSTATEMENT](#)[View image in PDF format](#)[06/07/2011 -- REINSTATEMENT](#)[View image in PDF format](#)[10/05/2009 -- REINSTATEMENT](#)[View image in PDF format](#)[03/31/2008 -- Florida Limited Liability](#)[View image in PDF format](#)[Copyright © and Privacy Policies](#)

State of Florida, Department of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L08000032467
FILED 8:00 AM
March 31, 2008
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:
CERTIFIED CLIENT SOLUTIONS LLC

Article II

The street address of the principal office of the Limited Liability Company is:
423 KINGS EAGLE LN
APOPKA, FL. 32712

The mailing address of the Limited Liability Company is:
423 KINGS EAGLE LN
APOPKA, FL. 32712

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
PATRICIA RICE
423 KINGS EAGLE LN
APOPKA, FL. 32712

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PATRICIA RICE

Article V

The name and address of managing members/managers are:

Title: MGRM
PATRICIA RICE
423 KINGS EAGLE LN
APOPKA, FL. 32712

Title: MGRM
GEOFF BACON
PO BOX 683079
ORLANDO, FL. 32868

Signature of member or an authorized representative of a member

Signature: PATRICIA RICE

L08000032467
FILED 8:00 AM
March 31, 2008
Sec. Of State
thampton

2009 LIMITED LIABILITY COMPANY REINSTATEMENT**FILED**
Oct 05, 2009
Secretary of State**DOCUMENT# L08000032467****Entity Name: CERTIFIED CLIENT SOLUTIONS LLC****Current Principal Place of Business:**423 KINGS EAGLE LN
APOPKA, FL 32712**New Principal Place of Business:**3127 FAIRWOOD CT
WINTER PARK, FL 32792**Current Mailing Address:**423 KINGS EAGLE LN
APOPKA, FL 32712**New Mailing Address:**3127 FAIRWOOD CT
WINTER PARK, FL 32792FEI Number: 26-2361569 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired (X)
In accordance with s. 607.193(2)(b), F.S., the limited liability company did not receive the prior notice.**Name and Address of Current Registered Agent:**RICE, PATRICIA
423 KINGS EAGLE LN
APOPKA, FL 32712 US**Name and Address of New Registered Agent:**RICE, PATRICIA
3127 FAIRWOOD CT
WINTER PARK, FL 32792 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICIA RICE**10/05/2009****Electronic Signature of Registered Agent****Date****MANAGING MEMBERS/MANAGERS:**Title: MGRM () Delete
Name: RICE, PATRICIA
Address: 423 KINGS EAGLE LN
City-St-Zip: APOPKA, FL 32712Title: MGRM (X) Delete
Name: BACON, GEOFF
Address: PO BOX 683078
City-St-Zip: ORLANDO, FL 32868**ADDITIONS/CHANGES:**Title: MGRM (X) Change () Addition
Name: RICE, PATRICIA
Address: 3127 FAIRWOOD CT
City-St-Zip: WINTER PARK, FL 32792Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: PATRICIA RICE**MGR****10/05/2009****Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date**

2011 LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L08000032467

FILED
Jun 07, 2011
Secretary of State

Entity Name: CERTIFIED CLIENT SOLUTIONS LLC

Current Principal Place of Business:3127 FAIRWOOD CT
WINTER PARK, FL 32792**Current Mailing Address:**3127 FAIRWOOD CT
WINTER PARK, FL 32792**New Principal Place of Business:**1068 LOTUS PARKWAY
836
ALTAMONTE SPRINGS, FL 32714**New Mailing Address:**1068 LOTUS PARKWAY
836
ALTAMONTE SPRINGS, FL 32714

FEI Number: 26-2361589

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:RICE, PATRICIA
3127 FAIRWOOD CT
WINTER PARK, FL 32792 US**Name and Address of New Registered Agent:**RICE, PATRICIA
1068 LOTUS PARKWAY
836
ALTAMONTE SPRINGS, FL 32714 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICIA RICE

06/07/2011

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM
Name: RICE, PATRICIA
Address: 1068 LOTUS PARKWAY
City-St-Zip: ALTAMONTE SPRINGS, FL 32714

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: PATRICIA RICE

MGR

06/07/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

2012 LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L08000032467

FILED
Oct 20, 2012
Secretary of State**Entity Name:** CERTIFIED CLIENT SOLUTIONS LLC**Current Principal Place of Business:**1066 LOTUS PARKWAY
836
ALTAMONTE SPRINGS, FL 32714**New Principal Place of Business:**322 OLEANDER WAY
CASSELBERRY, FL 32707**Current Mailing Address:**1068 LOTUS PARKWAY
836
ALTAMONTE SPRINGS, FL 32714**New Mailing Address:**322 OLEANDER WAY
CASSELBERRY, FL 32707**FBI Number:** 26-2361569**FBI Number Applied For ()****FBI Number Not Applicable ()****Certificate of Status Desired ()****Name and Address of Current Registered Agent:**RICE, PATRICIA
1068 LOTUS PARKWAY
836
ALTAMONTE SPRINGS, FL 32714 US**Name and Address of New Registered Agent:**RICE, PATRICIA
322 OLEANDER WAY
CASSELBERRY, FL 32707 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICIA RICE

10/20/2012

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:**Title:** MGRM
Name: RICE, PATRICIA
Address: 322 OLEANDER WAY
City-St-Zip: CASSELBERRY, FL 32707

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: PATRICIA RICE

MGR

10/20/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Arise Virtual Solution Inc. 3450 Lakeside Drive Ste 620 Miramar, FL 33027 (954) 392-2600		1 Rents	OMB No. 1545-0115 2008 Form 1099-MISC		Miscellaneous Income
		2 Royalties			
		3 Other income			
PAYER'S Federal identification number [REDACTED]		RECIPIENT'S identification number [REDACTED]		Copy B For Recipient	
RECIPIENT'S name Certified Client Solutions, LLC Street address (including apt. no.) 3127 Fairwood Ct City, state, and ZIP code Winter Park, FL 32792 Account number (see instructions) VCC0015185		4 Federal income tax withheld	5 Fishing boat proceeds		6 Medical and health care payments
15a Section 409A deferrals \$		15b Section 409A income \$			7 Nonemployee compensation
		9 Payer must direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
		11	12		
		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
		16 State tax withheld	17 State/Payer's state no.	18 State income	
		\$	\$	\$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

REDACTED

**EXHIBIT
ARISE**

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☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakeside Drive Suite 620 Miramar, FL 33027 (954) 392-2600		1 Rents \$	2 Royalties \$	3 Other Income \$	4 Federal income tax withheld \$	Miscellaneous Income Copy B For Recipient
PAYER'S Federal Identification number [REDACTED]		RECIPIENT'S Identification number [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$	
RECIPIENT'S name Certified Client Solutions, LLC Street address (including apt. no.) 3127 Fairwood Ct. City, state, and ZIP code Winter Park, FL 32792 Account number (see instructions) VCCC015185		7 Nonemployee compensation \$ 24187.73	8 Substitute payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$	10 Crop insurance proceeds \$	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		11 Excess golden parachute payments \$	12 Gross proceeds paid to an attorney \$	13 State tax withheld \$	14 State/Payer's state no. \$	
15a Section 409A deferrals \$		15b Section 409A income \$		16 State income \$	17 State income \$	
				18 State income \$	19 State income \$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

REDACTED

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakeside Dr. Ste 620 Miramar, FL 33027		1 Rents \$	OMB No. 1545-0115 2010 Form 1099-MISC	Miscellaneous Income	
PAYER'S federal identification number [REDACTED]		2 Royalties \$	3 Other income \$	4 Federal income tax withheld \$	Copy 1 For State Tax Department
RECIPIENT'S identification number [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$	7 Nonemployee compensation \$ 16341.09	
RECIPIENT'S name CERTIFIED CLARNT SOLUTIONS, LLC Street address (including apt. no.) 3127 Fairwood Ct City, state, and ZIP code Winter Park, FL 32792 Account number (see instructions) VCC001518E		8 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	9 Substanc payments in lieu of dividends or interest \$	10 Crop insurance proceeds \$	
		11 Excess golden parachute payments \$	12 Gross proceeds paid to an attorney \$	13 State tax withheld \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State/Payer's state tax \$	17 State income \$		

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

REDACTED

☐ VOID ☒ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1. Rents	OMB No. 1545-0115	
Arise Virtual Solutions Inc. 3450 Lakeside Drive, 8th floor Miramar, FL 33027		2. Royalties	2011 Form 1099-MISC	
(954) 392-2600		3. Other income		
PAYER'S federal identification number	RECIPIENT'S federal identification number	4. Federal income tax withheld	Miscellaneous Income	
[REDACTED]	[REDACTED]	5. Flaking tool proceeds		
RECIPIENT'S name		6. Medical and health care payments	Copy C For Payer	
CERTIFIED CLIENT SOLUTIONS, LLC Apt 205 1407 17th Ave S BIRMINGHAM, AL 35205		7. Nonemployee compensation		
Account number (see instructions)		8. Substitute payments in lieu of dividends or interest	For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
15897		9. Payer made direct sales of \$3,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		
and TIN not <input type="checkbox"/>		10. Crop insurance proceeds		
15a Section 409A deferral		11. [REDACTED]		
15b Section 409A income		12. [REDACTED]	19. State income	
15c Section 409A income		13. Excess golden parachute payment		
15d Section 409A income		14. Excess proceeds paid to an annuity	16. State tax withheld	
15e Section 409A income		15. State tax withheld	17. State payer's state tax	
15f Section 409A income		16. State tax withheld	18. State tax withheld	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

REDACTED

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakeside Dr, 6th FL Miramar, FL 33027 (954) 392-2600		1 Rents \$	2 Royalties \$	OMB No. 1545-0046 2012 Form 1099-MISC Miscellaneous Income Copy B - For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the income is taxable and the IRS determines that it has not been reported.
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	3 Other income \$	4 Federal income tax withheld \$	
RECIPIENT'S name Certified Client Solutions, LLC Apt 205 2119 Monterey Pkwy Atlanta, GA 30350		5 Fishing boat proceeds \$	6 Medical & health care payments \$	
		7 Nonemployee compensation \$ 104916.36	8 Substitute payments in lieu of dividends or interest \$	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
		11 Excess golden parachute payments \$	12 Gross proceeds paid to an attorney \$	
		13a Section 409A deferred \$	13b Section 409A income \$	
Account number (see instructions) 15897		15 State tax withheld \$	17 State/Payer's state no. 3	18 State income \$

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

Instructions for Recipient - 1099-MISC (2012)

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving those payments, see Form 1040-ES (or Form 1040-ES-NR). Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, partnerships, or partnerships must report the amounts on the proper line of their tax return.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Box 1. Report rents on Schedule E (Form 1040). However, report rents on Schedule C (Form 1040) if you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business.

Box 2. Report royalties from oil, gas, or mineral properties, copyrights, and patents on Schedule E (Form 1040). However, report payments for a mining interest as explained in the box 7 instructions. For royalties on timber, coal, and minerals, see Pub. 544.

Box 3. Generally, report this amount on the "Other income" line of Form 1040 (or Form 1040NR) and identify the payment. The amount shown may be payments received as the consultant of a compensated employee, prizes, awards, taxable discounts, profit-sharing profits, or other taxable income. See Pub. 525. If it is trade or business income, report this amount on Schedule C or F (Form 1040).

Box 4. Shows backup withholding or withholding on third-party payment. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 505 for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed. Report this amount on Schedule C (Form 1040). See Pub. 334.

Box 6. For individuals, report on Schedule C (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If the amount in this box is SE income, report it on Schedule C or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and want to get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 1). You must also complete Form 1040 and attach it to your return. If you are not an employee but the amount in this box is not SE income (for example, it is income from a sporadic activity or a hobby), report it on Form 1040, line 21 (or Form 1040NR, line 21).

Box 8. Shows substitute payments in lieu of dividends or low-stamp interest received by your broker on your behalf as a result of election of your securities. Report on the "Other income" line of Form 1040 (or Form 1040NR).

Box 9. If checked, \$5,000 or more of sales of consumer products was paid to you on a buy-sell, discount-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C (Form 1040).

Box 10. Report this amount on Schedule F (Form 1040).

Box 11. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 (or Form 1040NR) instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

Box 15b. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040 (or Form 1040NR). See "Final tax" in the Form 1040 (or Form 1040NR) instructions.

Boxes 15-18. Shows state or local income tax withheld on the payments.

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakeside Dr, 6th FL Miramar, FL 33027 (954) 392-2600		1 Rents \$	2 Royalties \$	OMB No. 1545-0046 2012 Form 1099-MISC Miscellaneous Income Copy 2 To be filed with recipient's state income tax return, when required.
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	3 Other income \$	4 Federal income tax withheld \$	
RECIPIENT'S name Certified Client Solutions, LLC Apt 205 2119 Monterey Pkwy Atlanta, GA 30350		5 Fishing boat proceeds \$	6 Medical & health care payments \$	
		7 Nonemployee compensation \$ 104916.36	8 Substitute payments in lieu of dividends or interest \$	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
		11 Excess golden parachute payments \$	12 Gross proceeds paid to an attorney \$	
		13a Section 409A deferred \$	13b Section 409A income \$	
Account number (see instructions) 15897		15 State tax withheld \$	17 State/Payer's state no. 3	18 State income \$

Form 1099-MISC Department of the Treasury - Internal Revenue Service

REDACTED

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakeside Dr, 6th FL Miramar, FL 33027 (954) 392-2600		1 Rents \$ 3 Other income \$ 5 Fishing boat proceeds \$	2 Royalties \$ 4 Federal income tax withheld \$ 6 Medical & health care payments \$	OMB No. 1545-0115 2013 Form 1099-MISC Miscellaneous Income Copy B - For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	7 Nonemployee compensation \$ 42,937.66 9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (attach list for details) <input type="checkbox"/>	8 Substitute payments in lieu of dividends or interest \$ 10 Crop insurance proceeds \$	
RECIPIENT'S name Certified Client Solutions, LLC Apt 205 2119 Monterey Pkwy Atlanta, GA 30350		11 Foreign tax paid \$ 13 Excess golden parachute payments \$ 15a Section 409A deferrals \$	12 Foreign country or U.S. possession \$ 14 Gross proceeds paid to an attorney \$ 15b Section 409A income \$	
Account number (see instructions) 15897		16 State tax withheld \$	17 State/Payer's state no. 18 State income \$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

Instructions for Recipient - 1099-MISC (2013)

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from any payment is \$400 or more, you must file a return and complete your SE tax on Schedule SE (Form 1040). See Pub. 324 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1042-ES (or Form 1040-ES/NE). Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, fiduciaries, or partnerships must report it in amounts on the proper line of their tax returns.

Form 1099-MISC incorrect? If it is not, is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Box 1. Report rents from real estate on Schedule E (Form 1040). However, report rents on Schedule C (Form 1040) if you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business.

Box 2. Report royalties from oil, gas, or mineral properties, copyrights, and patents on Schedule E (Form 1040). However, report payments for a copyright transfer as explained in the box 7 instructions. For royalties on timber, coal, and iron ore, see Pub. 544.

Box 3. Generally, report this amount on the "Other income" line of Form 1040 (or Form 1040NR) and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, referee awards, taxable damages, Indian gaming profits, or other taxable income. See Pub. 625. If it is trade or business income, report this amount on Schedule C or F (Form 1040).

Box 4. Report net gain or loss from selling or disposing of a qualified plan. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 605 for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed. Report this amount on Schedule C (Form 1040). See Pub. 814.

Box 6. For fiduciaries, report on Schedule C (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If the amount in this box is SE income, report it on Schedule C or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and can't get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 9). You must also complete Form 990 and attach it to your return. If you are not an employee but the amount in this box is not SE income (for example, it is income from a sporadic activity or a hobby), report it on Form 1040, line 21 (or Form 1040NR, line 24).

Box 8. Shows substitute payments in lieu of dividends or interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040NR).

Box 9. If checked, \$5,000 or more of sales of consumer products was sold to you on a buy-sell, consignment, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule D (Form 1040).

Box 10. Report the amount on Schedule F (Form 1040).

Box 11. Shows the foreign tax that you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 12. Shows the country or U.S. possession to which the foreign tax was paid.

Box 13. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 (or Form 1040NR) instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. May show current year deferrals as a nonemployee under a qualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

Box 15b. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040 (or Form 1040NR). See "Total Tax" in the Form 1040 (or Form 1040NR) instructions.

Boxes 16-18. Show state or local income tax withheld from the payments. For the latest information about developments related to Form 1099-MISC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/form1099/misc.

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakeside Dr, 6th FL Miramar, FL 33027 (954) 392-2600		1 Rents \$ 3 Other income \$ 5 Fishing boat proceeds \$	2 Royalties \$ 4 Federal income tax withheld \$ 6 Medical & health care payments \$	OMB No. 1545-0115 2013 Form 1099-MISC Miscellaneous Income Copy 2 To be filed with recipient's state income tax return, when required.
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	7 Nonemployee compensation \$ 42,937.66 9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (attach list for details) <input type="checkbox"/>	8 Substitute payments in lieu of dividends or interest \$ 10 Crop insurance proceeds \$	
RECIPIENT'S name Certified Client Solutions, LLC Apt 205 2119 Monterey Pkwy Atlanta, GA 30350		11 Foreign tax paid \$ 13 Excess golden parachute payments \$ 15a Section 409A deferrals \$	12 Foreign country or U.S. possession \$ 14 Gross proceeds paid to an attorney \$ 15b Section 409A income \$	
Account number (see instructions) 15897		16 State tax withheld \$	17 State/Payer's state no. 18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

REDACTED

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. Arise Virtual Solutions Inc 3450 Lakeside Drive 8th Floor Miramar, FL 33027 (954) 392-2600		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 2014 Form 1099-MISC	
PAYER'S federal identification number 70-0101000		3 Other income \$	4 Federal income tax withheld \$		
RECIPIENT'S name Certified Client Solutions, LLC 2119 Monterey Pkwy Atlanta, GA 30350		5 Fishing boat proceeds \$	6 Medical & health care payments \$	Miscellaneous Income Copy B - For Recipient. This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
RECIPIENT'S identification number 40936.45		7 Nonemployee compensation \$	8 Substitute payments in lieu of dividends or interest \$		
9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient for resale) <input type="checkbox"/>		10 Crop insurance proceeds \$	11 \$		
12 \$		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$		15b Section 409A income \$	16 State tax withheld \$	17 State/payer's state no. \$	18 State income \$

Form 1099-MISC (keep for your records) www.irs.gov/form1099-misc Department of the Treasury - Internal Revenue Service

Instructions for Recipient - 1099-MISC (2014)

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where appropriate, to state and/or local governments.

Account number. May also be account or other unique number the payer assigned to distinguish your account.

Annular amounts may be subject to self-employment (SE) tax. If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 354 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES (or Form 1040-ES/PR). Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, fiduciaries, or partnerships must report all amounts on the proper line of their tax returns.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Box 1. Report rents from real estate on Schedule E (Form 1040). However, report rents on Schedule C (Form 1040) if you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business.

Box 2. Report royalties from oil, gas, or mineral properties, copyrights, and patents on Schedule E (Form 1040). However, report payments for a working interest as explained in the box 7 instructions. For royalties on mineral, oil, and gas, see Pub. 551.

Box 3. Generally, report this amount on the "Other income" line of Form 1040 (or Form 1040NR) and identify the payer. The amount shown may be payments received as the beneficiary of a deceased employee, prize, awards, tax-exempt damages, and/or gaming profits, or other taxable income. See Pub. 525, "Gifts and business income," for more information. Report this amount on Schedule C or F (Form 1040).

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 553 for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed. Report this amount on Schedule C (Form 1040). See Pub. 234.

Box 6. For individuals, report on Schedule C (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If the amount in this box is SE income, report it on Schedule C or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 8516 and attach it to your return. If you are not an employee but the amount in this box is not SE income (for example, it is income from a sporadic activity or a hobby), report it on Form 1040, line 21 (or Form 1040NR, line 21).

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040NR).

Box 9. If checked, \$5,000 or more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A color amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C (Form 1040).

Box 10. Report this amount on Schedule F (Form 1040).

Box 13. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See Form 1040 (or Form 1040NR) instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

Box 15b. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040 (or Form 1040NR). See "Total Tax" in the Form 1040 (or Form 1040NR) instructions.

Boxes 16-18. Shows state or local income tax withheld from the payments.

Future developments. For the latest information about developments related to Form 1099-MISC and its instructions, such as legislative enacted that they were published, go to www.irs.gov/form1099-misc.

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. Arise Virtual Solutions Inc 3450 Lakeside Drive 8th Floor Miramar, FL 33027 (954) 392-2600		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 2014 Form 1099-MISC	
PAYER'S federal identification number 70-0101000		3 Other income \$	4 Federal income tax withheld \$		
RECIPIENT'S name Certified Client Solutions, LLC 2119 Monterey Pkwy Atlanta, GA 30350		5 Fishing boat proceeds \$	6 Medical & health care payments \$	Miscellaneous Income Copy 2 To be filed with recipient's state income tax return, when required.	
RECIPIENT'S identification number 40936.45		7 Nonemployee compensation \$	8 Substitute payments in lieu of dividends or interest \$		
9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient for resale) <input type="checkbox"/>		10 Crop insurance proceeds \$	11 \$		
12 \$		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$		15b Section 409A income \$	16 State tax withheld \$	17 State/payer's state no. \$	18 State income \$

Form 1099-MISC www.irs.gov/form1099-misc Department of the Treasury - Internal Revenue Service

REDACTED

Invoice

Certified Client
Solutions, LLC

January 01, 2014 - January 15, 2014

1401151589713

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc.
3450 Lakeside Drive, Suite
620, Miramar, FL 33027

Application	Type	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount
Arise	Fee	Arlene Hager	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Arlene Hager	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Coretta Jenkins	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Coretta Jenkins	N/A	N/A	N/A	\$12	\$12
	Memo: Service Fee Discount for 56 ACPs in VSC						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Leontyne Jones	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Leontyne Jones	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Patricia Rice	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Adjustment	Patricia Rice	N/A	N/A	N/A	\$39.41	\$39.41



	Memo: Serv Rev Adjust						
Arise	Fee	Patricia Rice	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	VALYRIE WALKER	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	VALYRIE WALKER	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$0	\$553.38
	Memo: 2405.98 Serviced Minutes at 0.23 Per Minute 553.380						
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$0	\$-54.49
	Memo: Invoice 12.15 adjustment wrong per min rate -54.490						
Disney Dining Reservations	Per Call	Jeanine Lyles	0.00	55	269	\$1.1	\$60.5
	Memo: In Market						
Disney Dining Reservations	Per Call	Jeanine Lyles	0.00	69	677	\$1.7	\$117.3
	Memo: IP						
Disney Dining Reservations	Per Hour	teresa horton	52.70	0	0	\$8	\$421.6
	Memo: Disney Dining						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	\$9
	Memo: Super Sticky Post-It Spill 9.000						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	\$26
	Memo: PNY USB Flash Drive Spill 26.000						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$9	\$0
	Memo: Service Hours(Metric) 38.730						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0.22	\$506.52
	Memo: Service Minutes(Metric) 2302.370						
SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$1.2	\$0
	Memo: Net Calls(Metric) 71.000						

SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$8.5	\$157
	Memo: Service Hours(Metric)=18.470						
SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$0	\$0
	Memo: ATT(Metric)=492.620						
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$1.2	\$0
	Memo: Net Calls(Metric)=54.000						
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$8.5	\$172
	Memo: Service Hours(Metric)=20.230						
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$0
	Memo: ATT(Metric)=954.570						
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$18
	Memo: SEARS SALES INCENTIVE - PERIOD 20 18.000						
Staples Rewards	Adjustment	VALYRIE WALKER	N/A	N/A	N/A	\$0	\$86.9
	Memo: Staples Rewards-8.69 Hours at 10/hr 86.900						

Total Due: \$1963.37

Invoice

Certified Client
Solutions, LLC

January 16, 2014 - January 31, 2014

14013115897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc.
3450 Lakeside Drive, Suite
620, Miramar, FL 33027

Application	Type	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Jeanine Lylen	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Jeanine Lylen	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Leontyne Jones	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Leontyne Jones	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	matt rice	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	matt rice	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$2	\$2

Memo: Service Fee Discount for 7 ACPs in VSC							
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$2	\$2
Memo: Service Fee Discount for 7 ACPs in VSC							
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$-19.75	\$-19.75
Memo: Service Fee							
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$0	\$3.1
Memo: 16.3 Serviced Minutes at 0.19 Per Minute=3.100							
Disney Dining Reservations	Per Call	Jeanine Lyles	0.00	24	128	\$1.25	\$30
Memo: In Market							
Disney Dining Reservations	Per Call	Jeanine Lyles	0.00	49	436	\$1.75	\$85.75
Memo: IP							
Disney Dining Reservations	Per Hour	teresa horton	54.60	0	0	\$8	\$436.8
Memo: Disney Dining							
Disney Web Support Chat	Adjustment	matt rice	N/A	N/A	N/A	\$462.52	\$462.52
Memo: Disney Web Chat Adjustment for 1/16 to 1/31/14							
Disney Web Support Chat	Adjustment	Sara Morea	N/A	N/A	N/A	\$384.78	\$384.78
Memo: Disney Web Chat Adjustment for 1/16 to 1/31/14							
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$9	\$0
Memo: Service Hours(Metric) 36.500							
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0.22	\$468.28
Memo: Service Minutes(Metric) 2128.550							
SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$1.2	\$0
Memo: Net Calls(Metric) 59.000							
SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$8.5	\$103.62
Memo: Service Hours(Metric) 12.190							
SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$0	\$0
Memo: ATT(Metric) 423.860							
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$1.2	\$0
Memo: Net Calls(Metric) 36.000							
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$8.5	\$129.9
Memo: Service Hours(Metric) 15.280							
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$6
Memo: SEARS SALES INCENTIVE - PERIOD 21 -6,000							
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$10.5
Memo: SEARS SALES INCENTIVE - PERIOD 22 -10,500							

SLARS-DorComWish

Adjustment

Valarie Williams

N/A

N/A

N/A

\$0

\$0

Memo: ATT(Metric)=1172.440

Total Due: \$1997

Invoice

Certified Client
Solutions, LLC

February 01, 2014 - February 15, 2014

14021515897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc.
3450 Lakeside Drive, Suite
620, Miramar, FL 33027

Application	Type	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	matl rice	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	matl rice	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Sara Morca	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACPs in VSC						
Arise	Fee	Sara Morca	N/A	N/A	N/A	\$-19.75	\$-19.75

	Memo: Service Fee						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACP's in VSC						
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 8 ACP's in VSC						
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
AT&T IRU - Nesting	Adjustment	Monica Robinson	N/A	N/A	N/A	\$0	\$286.74
	Memo: 1509.18 Billable Minutes @ 0.19 Rate=286.740						
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$0	\$417.3
	Memo: 2196.32 Serviced Minutes at 0.19 Per Minute =417.300						
Disney Dining Reservations	Per Hour	Jeanine Lykes	15.90	0	0	\$8	\$127.2
	Memo: Disney Dining						
Disney Dining Reservations	Incentive	Jeanine Lykes	N/A	N/A	N/A	\$13.7	\$13.7
	Memo: January TPH Incentive						
Disney Dining Reservations	Per Call	teresa horton	0.00	110	668	\$1	\$110
	Memo: In Market						
Disney Dining Reservations	Per Call	teresa horton	0.00	129	1345	\$1.7	\$219.3
	Memo: IP						
Disney Web Support Chat	Adjustment	matt rice	N/A	N/A	N/A	\$359.75	\$359.75
	Memo: Adjustment for 2/1 to 2/15/14						
Disney Web Support Chat	Adjustment	Sara Morea	N/A	N/A	N/A	\$367.92	\$367.92
	Memo: Adjustment for 2/1 to 2/15/14						
Intuit WOMR Phone	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$85.37
	Memo: paid at \$9.5/hr alt rate Intuit Manual Invoice 02.01.14_02.15.14=\$85.370						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	\$30
	Memo: Incentive- Papermate Pen Spill= 30.000						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	\$4
	Memo: Incentive-Scotch Shipping Tape Spill= 4.000						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	\$2.13
	Memo: Incentive-PickUpAdditionalHrs- 2.10 thru 2.15.14 =2.130						
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	\$0
	Memo: Service Hours(Metric)=33.320						

Quill.com Orders	Adjustment	Arlene Hager	N/A	N/A	N/A	\$0.22	\$445.22
Memo: Service Minutes(Metric)=2023.720							
STARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$1.2	\$0
Memo: Net Calls(Metric)=47.000							
STARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$8.5	\$136.89
Memo: Service Hours(Metric)=16.100							
STARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$0
Memo: ATT(Metric)=903.730							

Total Due: \$2463.52

Invoice

Certified Client
Solutions, LLC

February 16, 2014 - February 28, 2014

14022815897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc.
3450 Lakeside Drive, Suite
620, Miramar, FL 33027

Application	Type	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 9 ACP's in VSC						
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	coretta jenkins	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 9 ACP's in VSC						
Arise	Fee	coretta jenkins	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 9 ACP's in VSC						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 9 ACP's in VSC						
Arise	Fee	matt rice	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 9 ACP's in VSC						
Arise	Fee	matt rice	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$2	\$2

Memo: Service Fee Discount for 9 ACPs in VSC							
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$-19.75	\$-19.75
Memo: Service Fee							
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$2	\$2
Memo: Service Fee Discount for 9 ACPs in VSC							
Arise	Fee	teresa horton	N/A	N/A	N/A	\$-19.75	\$-19.75
Memo: Service Fee							
Arise	Fee	teresa horton	N/A	N/A	N/A	\$2	\$2
Memo: Service Fee Discount for 9 ACPs in VSC							
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$-19.75	\$-19.75
Memo: Service Fee							
Arise	Fee	Valarie Williams	N/A	N/A	N/A	\$2	\$2
Memo: Service Fee Discount for 9 ACPs in VSC							
AT&T IRU - Nesting	Adjustment	Monica Robinson	N/A	N/A	N/A	\$0	\$650.11
Memo: 3421.62 Billable Minutes @ 0.19 Rate 650.110							
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$0	\$207.96
Memo: 1094.55 Serviced Minutes at 0.19 Per Minute 207.960							
Barnes & Noble .COM	Adjustment	coretta jenkins	N/A	N/A	N/A	\$1.45	\$0
Memo: Net Calls(Metric)-20.000							
Barnes & Noble .COM	Adjustment	coretta jenkins	N/A	N/A	N/A	\$8	\$56.13
Memo: Service Hours(Metric)-7.020							
Disney Dining Reservations	Per Hour	Jeanine Lyles	20.20	0	0	\$8	\$161.6
Memo: Disney Dining							
Disney Dining Reservations	Per Hour	teresa horton	30.50	0	0	\$8	\$244
Memo: Disney Dining							
Disney Web Support Chat	Adjustment	matt rice	N/A	N/A	N/A	\$341.68	\$341.68
Memo: Disney Web Chat Adjustment for 2/16 to 2/28/14							
Disney Web Support Chat	Adjustment	Sara Morea	N/A	N/A	N/A	\$271.97	\$271.97
Memo: Disney Web Chat Adjustment for 2/16 to 2/28/14							
Intuit WOMR Phone	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$241.3
Memo: paid at \$9.5/hr alt rate Intuit Manual Invoice 02.16.14 02.28.14 241.300							
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$9	\$0
Memo: Service Hours(Metric)-31.600							
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0.22	\$428.65
Memo: Service Minutes(Metric)-1948.400							

Invoice

Certified Client
Solutions, LLC

March 01, 2014 - March 15, 2014

14031515897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc.
3450 Lakeside Drive, Suite
620, Miramar, FL 33027

Application	Type	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Arleen Hager	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	matt rice	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	matt rice	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service Fee						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee Discount for 7 ACPs in VSC						
Arise	Fee	teresa horton	N/A	N/A	N/A	\$-19.75	\$-19.75